

CONTRACT

THIS AGREEMENT, made this the _____ day of _____, 2022, by and between **TUPELO, MISSISSIPPI** hereinafter called "OWNER" and Nance Brothers, Inc. doing business as (an Individual), (a Partnership), (a Limited Liability Company), or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of "2022 CITY STREETS MICRO-SURFACING" hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within 30 calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$157,534.75 or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. This Agreement
 - B. Instruction to Bidders
 - C. Signed Copy of Proposal Form and Bidder's Certificate
 - D. Executed Non-Collusion Form and Compliance Statements
 - E. Executed Bid Bond
 - F. Contract
 - G. Executed Performance and Payment Bond
 - H. NSPE General Conditions
 - I. Special Contract Provisions
 - J. SPECIFICATIONS issued by **DABBS CORPORATION** and dated **JANUARY 2022**.
 - K. ADDENDA:
No. 1 Dated February 4, 2022
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____
 - L. All federal government conditions, specifications, regulations and requirements bound herein.

6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the CONTRACT DOCUMENTS:
- A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the sum of \$ 300.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$300.00 for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
 - B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
 - C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives thereof, access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.
9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. Attached hereto and made a part of this Contract is a Performance and Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:
- \$ 157,534.75) *one hundred Fifty-seven Thousand, Five Hundred Thirty-four dollars and Seventy-five cents*
 (not less than one hundred percent of Contract amount)

11. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 3 copies each of which shall be deemed an original on the date first above written.

CITY OF TUPELO / OWNER

BY: Todd Jordan
NAME: TODD JORDAN
TITLE: MAYOR

ATTEST:

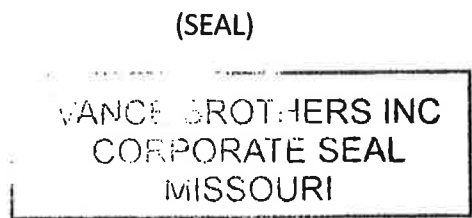
BY: Kim Hanna
NAME: KIM HANNA
TITLE: CITY CLERK



BY: Vance Brothers, Inc.
NAME: Robert A. Vance
TITLE: Sr. Vice President

ATTEST:

BY: Stella Edwards
NAME: Stella Edwards
TITLE: Asst. Contract Administrator



VANCE BROTHERS INC (816) 923-4325

END OF SECTION



TUPELO REGULAR CITY COUNCIL MEETING

FEBRUARY 15, 2022 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCIL MEMBER BUDDY PALMER

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER JANET GASTON

CALL TO ORDER: COUNCIL PRESIDENT BUDDY PALMER

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

APPEALS

CITIZEN HEARING

1. CHRIS VAN HORN
2. ELLIOTT JOHNSTON

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

ROUTINE AGENDA

3. IN THE MATTER OF COUNCIL MINUTUES FEBRUARY 1, 2022
4. IN THE MATTER OF BILL PAY **KH**
5. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
6. IN THE MATTER OF BUDGET AMENDMENT #6 FOR FY 2022 **KH**
7. IN THE MATTER OF RATIFICATION OF DEPOSITORY AGREEMENT WITH BANCORPSOUTH (CADENCE BANK) **KH**
8. IN THE MATTER OF APPOINTMENT TO TUPELO SCHOOL BOARD **TJ**
9. IN THE MATTER OF A RESOLUTION DECLARING PROPERTY AS SURPLUS AND ORDERING THE ABANDONMENT OF A PORTION OF RIGHT OF WAY AND ACCEPTING A DONATION OF REAL PROPERTY **SR**
10. IN THE MATTER OF REJECTION OF BID NUMBER 2021-0042PW, ROADWAY SURFACE TREATMENT IMPROVEMENTS **DRB**
11. IN THE MATTER OF BID APPROVAL 2022-001PW CITY STREET MICRO-RESURFACING **DRB**
12. IN THE MATTER OF MOU WITH US MARSHALS **JQ**
13. IN THE MATTER OF BID 2022-002PW SUPPLY/INSTALLATION THERMOPLASTIC TRAFFIC MARKING AND PAINT MATERIALS **CW**
14. IN THE MATTER OF APPROVAL OF TPRD ADVISORY BOARD MINUTES FOR OCTOBER 2021 **AF**

(CLOSE REGULAR SESSION)

STUDY AGENDA

EXECUTIVE SESSION

ADJOURNMENT



February 22, 2022

Mr. Tim Vance
Vance Brothers, Inc.
5201 Brighton Ave.
Kansas City, Missouri 64130

REFERENCE: NOTICE OF AWARD OF CONTRACT
2022n CITY STREETS MICROSURFACING – BID NO. 2022-001PW
CITY OF TUPELO, MISSISSIPPI

Dear Mr. Vance:

The City of Tupelo solicited and received bids for the referenced project on Wednesday, February 9, 2022 and Vance Brothers, Inc. has been identified as the successful bidder. Thus, the City of Tupelo, via the approval of the Mayor and City Council, has authorized the award of the contract to your company for the total amount of \$157,534.75. The work shall be completed per the Contract Documents and based on the unit prices listed in your bid proposal.

The City respectfully requests that you proceed with the development of the Contract Documents and submit original signed copies of the following: Section F – Contract including proof of insurance certificates as required in Paragraph No. 8 of Section B of the Contract Documents; Section G – Performance Bond and Payment Bond. Please return three (3) copies of each, fully executed, along with the insurance forms, to my office within ten days. We will then transmit these documents to the Owner for execution. Please leave all dates blank on the Contracts, Bonds, etc. as the Owner will date each of the documents upon final execution.

Upon review/approval by the City Attorney, the Mayor is prepared to execute the contracts such that the City may issue the Notice to Proceed for this Project. Please contact me should have any questions and/or should you require additional information.

Sincerely,
DABBS CORPORATION

A handwritten signature in black ink that reads 'Dustin D. Dabbs'.

Dustin D. Dabbs, PE
President

C: Mr. Chuck Williams, Director of Public Works, City of Tupelo
Mr. Dennis Bonds, City Engineer, City of Tupelo
Mr. Jason Rush, Street Department Director, City of Tupelo

[@dabbscorp](#)

OFFICE 662.840.4162

MOBILE 601.927.4012

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Tupelo, MS 38804